UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT

Case No. 16-3784

JAMES STUART, individually and on behalf of all others similarly situated; Careda L. Hood

Plaintiffs-Respondents,

v.

STATE FARM FIRE AND CASUALTY COMPANY

Defendants-Petitioners

On Appeal from the United States District Court
Western District of Arkansas, Texarkana

BRIEF OF LAWYERS FOR CIVIL JUSTICE AS *AMICUS CURIAE* IN SUPPORT OF DEFENDANT-PETITIONER STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF COMPLIANCE

CERTIFICATE OF SERVICE

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CORPORATE DISCLOSURE

Pursuant to Sixth Circuit Rule 26.1, *Amicus Curiae* Lawyers for Civil Justice, makes the following disclosures:

1. Is said party a subsidiary or affiliate of a publicly owned corporation?

No.

2. Is there a publicly owned corporation, not a party to the appeal that has a financial interest in the outcome?

No.

DATED: December 27, 2018

/s/ Mary Massaron
MARY MASSARON

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STATEMENT OF THE INTEREST[1]

Lawyers for Civil Justice ("LCJ") is a national coalition of defense trial lawyer organizations, law firms, and corporations that promotes excellence and fairness in the civil justice system to secure the just, speedy, and inexpensive determination of civil cases. LCJ's primary purpose is to advocate for fairness and balance in the administration of civil justice, often by proposed changes to the Federal Rules of Civil Procedure through the Rules Enabling Act process and through the filing of amicus curiae briefs in cases involving the interpretation and application of the Federal Rules of Civil Procedure to issues in civil litigation. Since its founding in 1987, LCJ has become a leading voice on federal rule reform. LCJ has submitted written comments related to the Civil Rules Advisory Committee's work to develop potential amendments to Rule 23 and filed amicus briefs on issues related to the rules and their interpretation.

[1] LCJ certifies that no counsel for a party authored this brief in whole or in part and that no person or entity, other than amicus, its members, or its counsel, has made a monetary contribution to the preparation or submission of this brief. In addition, LCJ certifies that it has obtained the consent of both parties to the filing of this amicus brief.

LCJ has specific expertise on the Federal Rules of Civil Procedure and the rulemaking process, drawing on both its own policymaking efforts and the collective experience of its members who are involved in litigation in the federal courts under the federal rules as currently written. LCJ has a deep knowledge of and interest in the process of civil litigation and how the rules, and a correct interpretation of the rules, can assure a just, inexpensive, and speedy outcome and avoid litigation abuses.

The issue of certification in class actions is one of central concern to LCJ's membership. LCJ's concerns helped to prompt proposed rule changes relating to class actions. And, LCJ members have testified at various hearings of the Civil Rules Advisory Committee and Standing Committee on the Rules of Civil Procedure about the abuses that arise through the certification of class actions when common issues do not truly predominate. Accordingly, LCJ writes from its unique perspective to urge this Court to grant State Farm's petition for *en banc* review because of the importance of the standard for certification, because of the frequency of the issue, which is of extraordinary significance (outcome-determinative in many lawsuits) to bench and bar.

Because the panel's published decision in this case conflicts with the Court's decision in *In re State Farm Fire & Casualty Co. (LaBrier)*, 872 F.3d 567 (8th Cir. 2017) *reh'g denied* (Oct. 31, 2017) and is inconsistent with requirements for certification established in the text of F.R.C.P. 23 and with Supreme Court precedent interpreting Rule 23, it presents an extraordinarily strong case for rehearing *en banc*. If left to stand, the panel decision will create confusion in the lower courts and allow for inconsistent and unpredictable outcomes regarding class certification in this Circuit. The panel upheld class certification without requiring the rigorous scrutiny that the rule contemplates and that the Supreme Court has repeatedly required. Unless corrected by rehearing *en banc*, the panel decision may lead to forum shopping, making the Eighth Circuit a beacon for class action lawyers seeking to evade the requirements for certification as specified in Rule 23. Moreover, two published opinions in this Circuit with such drastically different analytical frameworks for evaluating class certification threaten to undermine confidence in the predictability and certainty of the law governing class action certification.

Prompted by its obligation to assist the Court in cases involving the interpretation of F.R.C.P. 23, LCJ has filed a motion for leave to file this brief along with the brief requesting this Court to grant its motion for leave to file this brief. LCJ believes that this brief, which it proffers in support of Defendant-Petitioner State Farm Fire and Casualty Company, will assist the Court in resolving the issues presented.

ARGUMENT

REHEARING *EN BANC* IS REQUIRED BECAUSE THE PANEL DECISION WRONGLY INTERPRETS RULE 23'S PREDOMINANCE AND SUPERIORITY REQUIREMENTS TO PERMIT CERTIFICATION BASED ON ITS CONCLUSION THAT PLAINTIFFS' LIABILITY THEORY GENERATED A PURPORTEDLY COMMON QUESTION WITHOUT ANALYSIS OF WHETHER INDIVIDUALIZED PROOFS ARE NECESSARY TO DETERMINE LIABILITY

A. Rule 23 requires a party seeking to maintain a class action to affirmatively demonstrate compliance with the rule before certification

Rule 23(b)(3) provides that a class action may be certified if the "court finds that questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." F.R.C.P. 23(b)(3). This language requires a more rigorous inquiry than simply accepting a plaintiff's liability theory when it has been articulated in a manner giving rise to a common question. *Comcast Corp. v. Behrend*, 569 U.S. 27, 33-34 (2013). The party seeking certification as a class must affirmatively demonstrate his compliance with the rule. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-351 (2011).

To do so, a party must "be prepared to prove that there are *in fact* sufficiently numerous parties, common questions of law or fact, 'typicality of claims or defenses, and adequacy of representation, as required' by the rule." *Behrend* quoting *Wal-Mart Stores*, 564 U.S. at 350 (italics in original). In *Wal-Mart*, the Court explicitly rejected an approach that merely looks to whether the complaint raises common questions explaining that "[a]ny competently crafted class complaint literally raises common 'questions.'" *Wal-Mart Stores*, 564 U.S. at 349 quoting Nagareda, *Class Certification in the Age of Aggregate Proof*, 84 N.Y.U.L.Rev. 97, 131-132 (2009). According to the Court, a plaintiff's recitation of a series of apparently common questions on the basis of artful pleading is not enough:

> For example: Do all of us plaintiffs indeed work for Wal-Mart? Do our managers have discretion over pay? Is that an unlawful employment practice? What remedies should we get? Reciting these questions is not sufficient to obtain class certification.

Wal-Mart, 564 U.S. at 349-350. Despite the Court's explicit instructions not to accept a plaintiff's allegations as a basis for certification, the *Stuart* panel falls back on a surface examination of the pleadings and the purportedly common question generated by Plaintiffs' liability

theory without evaluating whether individualized proofs are in fact necessary to demonstrate a breach of contract. This is not enough.

B. What matters to the predominance and superiority inquiry is not whether Plaintiffs can assert a liability theory that generates common questions but whether class litigation can generate common answers without individualized proofs

Since the 1966 revision of Rule 23, with its addition of subdivision (b)(3), federal courts have experienced a vast increase in class action litigation. Experience has shown that once a class is certified, defendants "[f]aced with even a small chance of a devastating loss" may be "pressured into settling questionable claims." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 350 (2011). See also Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. Empirical Legal Stud. 811, 812 (Dec. 2010)("virtually all cases certified as class actions and not dismissed before trial end in settlement"). This *in terrorem* effect of the certification decision makes it one of immense importance.

As part of its adoption of more rigorous scrutiny to evaluate whether to certify a class, the Supreme Court has moved away from earlier jurisprudence holding that the trial judge ought not engage in a preliminary inquiry into the merits at the certification stage. See

Robert G. Bone and David S. Evans, *Class Certification and the Substantive Merits*, 51 Duke L. J. 1251 (2002)(discussing the history of the *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) and urging an interpretation of Rule 23 that allows a more robust inquiry). Today, the "class determination generally involves considerations that are 'enmeshed in the factual and legal issues comprising the plaintiff's cause of action.'" *Coopers & Lybrand v. Livesay*, 437 U.S. 463, 469 (1978) *superseded on other grds by the rule as stated in Microsoft Corp. v. Baker*, 137 S. Ct. 1702 (2017) quoting *Mercantile Nat. Bank v. Langdeau*, 371 U.S. 555, 558 (1963).

What matters for the inquiry "is not the raising of common 'questions' – even in droves –but rather the capacity of a class-wide proceeding to generate common *answers* apt to drive the resolution of the litigation." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)(quotations omitted and italics in original). At least since its decision in *Dukes*, the Supreme Court has emphasized that it " 'may be necessary for the court to probe behind the pleadings before coming to rest on the certification question,' and that certification is proper only if 'the trial court is satisfied, after a rigorous analysis, that the

prerequisites of Rule 23(a) have been satisfied.' " *Id.* (quoting *General Telephone Co. of Southwest v. Falcon*, 457 U.S. 147, 160–161 (1982)). Such an analysis will frequently entail "overlap with the merits of the plaintiff's underlying claim." *Wal-Mart*, 564 U.S. at 351.

C. Contrary to Rule 23 and prevailing law, the *Stuart* panel upheld class certification based on Plaintiffs' articulation of a liability theory that purportedly generated a common question without evaluating whether class litigation could generate common answers absent individualized proofs

The published panel decision in this case contradicts Rule 23(b)(3)'s language and the Supreme Court cases interpreting the rule. In *Stuart v. State Farm Fire and Casualty Co.*, ___ F.3d ___, 2018 WL 6358447, No. 16-3784, issued Dec. 6, 2018, the panel certified a class on the basis that the plaintiff's theory of liability generated a common question: whether State Farm could depreciate labor costs as part of its initial estimate of the actual cash value of damaged or destroyed property:

> Plaintiffs' theory is that State Farm violated its contractual obligations by depreciating both materials and labor when calculating ACV, thereby reducing the size of their ACV payments. The viability of this theory is a common question well-suited to class-wide resolution.

Stuart, ___ F.3d ___, 2018 WL 6358447, slip op *3. But the *Stuart* panel failed to test how Plaintiffs' theory relates to the issues of fact and law that must be decided to resolve whether each class member suffered a breach of contract, and then failed to evaluate whether individualized proofs are required to answer that breach-of-contract question.

The *Stuart* panel merely accepted Plaintiffs' liability theory and the question it generated as the predominating question, while giving an offhand dismissal of further inquiry by asserting that the "potential need for individualized damages inquiries is not sufficient to overcome the district court's findings of predominance and superiority." *Stuart*, slip op. at *3. The panel's assertion wrongly dismisses the very real need for individualized proofs in this case not just for damages but to determine whether a breach occurred. The holding is inconsistent with the Rule's requirement that the trial court rigorously analyze the existence of predominance and superiority before certifying a class, the Supreme Court's decisions governing this analysis, and this Court's decision in *LaBrier*.

A walk through the proper analysis makes this clear. Plaintiffs' claim is for breach of contract, which requires the court to determine

whether State Farm breached its obligation to pay to repair or replace damaged property. The policy provides that the maximum amount that State Farm owes is the total reasonable cost (less deductible) to replace damaged portions of the insured property. (A0801; A0854). Before repair, the policies provide for payment of an estimate of "the amount it would cost to repair or replace damaged property … less depreciation," which can be up to but "not to exceed the cost to repair or replace the damaged part of the property." (A0834; A0854). If the insured incurs reasonable costs beyond the initial estimate when completing necessary repairs, the insured may recover those additional incurred expenses by submitting repair receipts and requesting replacement cost benefits. *Id.*

In other words, to recover for breach of contract, Plaintiffs must show that they did not receive the amount it would cost to repair or replace damaged property with similar construction, less depreciation. Even if labor depreciation was improperly included in the initial estimate and may be a part of the inquiry, showing error in one isolated factor in the calculation of the initial payment does not alone establish breach.

Rather than analyze predominance and superiority from the perspective of the need for individualized proofs to demonstrate that State Farm breached its contract, the *Stuart* panel certified the class by looking only at Plaintiffs' untested liability theory. Plaintiffs' theory is that State Farm is liable to its policyholders because it used software to calculate estimated value for damaged property for initial payments, and included a factor for labor depreciation, which Arkansas courts disallowed in 2013. The Arkansas Supreme Court held that insurance policies that did not specifically include labor depreciation in a policy definition of the term "actual cash value" were ambiguous, and would be construed against State Farm to disallow labor depreciation. *Adams v. Cameron Mutual Ins. Co.*, 430 S.W.3d 675 (Ark. 2013), *superseded by statute* Ark. Code Ann. § 23-88-106(a)(2)(2017). Plaintiffs grounded their class action complaint on this decision. Stated in a syllogism, Plaintiffs contend that State Farm included a labor depreciation factor in software it used to estimate its initial payment to the insured, the Arkansas Supreme Court held that labor depreciation is not allowed when determining the actual cash value of damaged property, and therefore State Farm breached the contract. Plaintiffs wrongly equate a

labor depreciation deduction in the initial estimate with a breach of contract. But Plaintiffs' conclusion does not follow from this major and minor premise.

But to show a breach of contract, Plaintiffs must demonstrate that State Farm failed to pay the "cost to repair or replace with similar construction and for the same use… the damaged part of the property…." (AO854). This question is factually and legally distinct from whether factors included in software, which State Farm used to estimate initial payments on some but not all claims, properly depreciated labor costs to estimate the actual cash value of the property at the time of loss. Thus, basing the decision to certify the class on the answer to only Plaintiffs' preliminary question is wholly insufficient to properly evaluate predominance and whether individualized proofs are required to determine breach, such that certification should be denied.

In other words, resolving Plaintiffs' proffered question does not determine that a breach occurred. In many instances, such as where the policyholder actually repaired or replaced the damaged property, the initial calculation is essentially irrelevant to the question of whether a breach occurred. And in many other instances, where other elements

(such as the cost of replacement materials) in the initial estimate of actual case value were overstated, even if labor costs should not have been depreciated, individualized proofs of the facts would reveal that the estimate was nevertheless higher than the actual cash value of the property, that is, the amount needed to repair or replace it.

A simple hypothetical serves to illustrate the logical error that underlies the *Stuart* panel's decision. Suppose, as here, an insurance policy requires the insurer to pay to repair or replace damaged property. And suppose the insurer used a software that included an estimate for value of the property that was discovered to be 10% higher than the actual value as shown in the proofs at trial. Also suppose that the software routinely and wrongly depreciated labor costs by 3%, an amount less than the 10% overestimate of property value. No breach would have occurred because, while the software's estimate was wrong on both counts, the error in favor of the insured exceeds the error in favor of the insurer.

Merely pointing to one factor that State Farm used in some of its estimates for the initial payment is not a basis for resolving liability – nor does it even move closer to resolving liability in many of the cases.

Individualized proofs are indisputably necessary to determine liability for a breach of contract.

In contrast to Rule 23(a)(2), the issue of predominance under Rule 23(b)(3) is qualitative rather than quantitative. Contrary to the *Stuart* panel's discussion, the existence of a common question does not end the inquiry. "[T]he predominance criterion is far more demanding." *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 624 (1997). The requirements of the Rule 23(b)(3) analysis readily demonstrate why the district court must perform a rigorous analysis before determining that issues common to the class predominate over issues that differ among the individual class members. *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013). The predominance requirement under Rule 23(b)(3) is not satisfied if "individual questions ... overwhelm the questions common to the class." *Amgen Inc. v. Conn. Ret. Plans & Trust Funds*, 568 U.S. 455 (2013). "An individual question is one where 'members of a proposed class will need to present evidence that varies from member to member,' while a common question is one where 'the same evidence will suffice for each member to make a prima facie showing [or] the issue is susceptible to generalized, class-wide proof.' " *Tyson Foods, Inc. v.*

Bouaphakeo, —— U.S. ——, 136 S. Ct. 1036, 1045 (2016) (quoting 2 W. Rubenstein, Newberg on Class Actions § 4:50, pp. 196–97 (5th ed. 2012)). The "predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation," *Amchem*, 521 U.S. at 623, and "goes to the efficiency of a class action as an alternative to individual suits." *Parko v. Shell Oil Co.*, 739 F.3d 1083, 1085 (7th Cir. 2015).

The Supreme Court's analysis in *General Telephone Company of the Southwest v. Falcon*, 457 U.S. 147 (1982) illustrates the error of looking only to a plaintiff's untested theory of liability when determining whether to certify a class. The *Falcon* plaintiffs advanced a theory of liability based on what they argued was a common question: an across-the-board claim that the defendant discriminated on the basis of race in its hiring and promotions. 457 U.S. at 156-158. As here, the untested proffered theory was "by definition class discrimination." 457 U.S. at 157. But the mere allegation that such discrimination had occurred did not suffice to define a class or satisfy Rule 23's requirement for predominance. *Id.* at 156-158. The *Falcon* court pointed out the "wide gap" between the untested theory of liability proffered by

the plaintiffs, and the existence of a class of persons "who have suffered the same injury as that individual, such that the individual's claim and the class claim will share common question of law or fact and that the individual's claim will be typical of the class claims." *Id.* at 157. The *Falcon* court reversed the certification, pointing out that taking this untested "across-the-board theory" as a basis for certification without looking beyond the pleadings amounted to reversible error. *Id.* at 160-161. To show a certifiable class existed, the plaintiff would have to prove "more than the validity of his own claim." 457 U.S. at 157. He would have to also show "(1) that this discriminatory treatment is typical of petitioner's promotion practices, (2) that petitioner's promotion practices are motivated by a policy of discrimination, or (3) that this policy of ethnic discrimination is reflected in petitioner's other employment practices such as hiring, in the same way it is manifested in the promotion practices." *Id.* at 158. The Court reiterated this in *Coopers & Lybrand v. Livesay,* holding that "the class determination generally involves considerations that are 'enmeshed in the factual and legal issues comprising the plaintiff's cause of action.'" 457 U.S. at 160 quoting *Coopers & Lybrand v. Livesay* 437 U.S. 463, 469.

Falcon's reasoning applies here and underscores the problems with the *Stuart* panel's acceptance of Plaintiffs' untested theory. Like the *Falcon* plaintiffs, Plaintiffs here urged certification on the basis of their untested theory that a breach of contract necessarily occurs if State Farm wrongly depreciated labor costs as part of an initial estimate of the damaged property's actual cash value. As in *Falcon*, this general theory (even when articulated as a broad common question) does not permit resolution of liability without individualized proofs that far outweigh the common question.

Examination of the claims of the two named plaintiffs in *Stuart* makes this abundantly clear. One of the named plaintiffs, James Stuart, could not demonstrate a breach of contract because, regardless of the software State Farm used and State Farm's inclusion of a labor depreciation factor. Stuart conceded that he was paid more than the replacement cost he actually ended up paying to his contractor for complete repair of his property. Petition for Rehearing *En Banc* of Defendant-Appellant State Farm Fire and Casualty Company, p. 7, Entry ID 473861, citing appendix references.

Similarly, and as in *Falcon*, the second named plaintiff, Careda L. Hood, also could not demonstrate a breach of contract because the initial cash payment she received included an estimate for removal and replacement of baseboards and repainting of walls in connection with carpet replacement. Petition for Rehearing *En Banc* of Defendant-Appellant State Farm Fire and Casualty Company, p. 6, Entry ID 473861, citing appendix references. State Farm's expert opined, without contradiction from Plaintiffs, that the carpet replacement could be done without the additional expense of replacing baseboards and repainting the walls. *Id.* Thus, even after deducting the labor depreciation, the initial estimated payment exceeded the repair or replacement cost of Hood's damaged property.

These examples illustrate the problem with equating a potential error in favor of the insurer (based on purportedly wrongful depreciation of labor costs) with a breach of contract. As in *Falcon*, there is a wide gap between the two. In order to satisfy Rule 23's requirements for certification, the district court was obligated to do more than accept an untested liability theory. As *Falcon* makes clear,

even if Arkansas law does not permit depreciation of labor costs, that fact alone is not sufficient to satisfy the requirements of Rule 23.

Analyzing whether a breach exists at all (which is the liability question that Plaintiffs are actually trying to get certified) requires analysis of whether the estimated actual cash value was overstated in other ways such that any labor depreciation was offset (which would mean no breach), whether insureds who completed repairs did so at a cost equal to or below their initial estimated payment (which would mean no breach), and whether insureds who completed repairs received additional payments that covered their full incurred cost to complete repairs (which would mean no breach). Yet the *Stuart* panel engaged in no analysis of any of these questions to determine whether they are susceptible of common proof (they are not). Nor did it weigh these necessary and individualized questions against Plaintiffs' untested theory and common question to see which predominates. Had it done so, it would necessarily have concluded, as did this Court in *LaBrier*, that certification is properly denied.

CONCLUSION

It is a truism that if you ask the wrong question, you will get the wrong answer. And the importance of heeding that truism is apparent here. Rather than examine whether individualized proofs are actually necessary to determine whether State Farm breached its contract, the *Stuart* panel accepted Plaintiffs' untested liability theory with no real analysis of what it would take to actually determine liability and whether Plaintiffs' theory could do so absent individualized proofs. This is contrary to the text of F.R.C.P. 23(b)(3), which requires a court to find that the common issues predominate. It is contrary to the Supreme Court's mandates in *Falcon*, *Wal-Mart*, and other decisions requiring rigorous scrutiny that generally turns on an analysis of the merits. And it conflicts with this Court's requirement of rigorous scrutiny as set forth in *LaBrier*. In these circumstances, rehearing *en banc* is required to correct and clarify the law.

RELIEF

Wherefore *Amicus Curiae* Lawyers for Civil Justice respectfully requests this Court to grant State Farm Fire & Casualty Company's petition for rehearing *en banc*, hear this case *en banc,* and reverse the *Stuart* panel's decision.

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Dated: December 27, 2018

CERTIFICATE OF COMPLIANCE

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

MARY MASSARON, being first duly sworn, certifies and states the following:

1. She is a shareholder with the firm Plunkett Cooney, and is in principal charge of the above-captioned cause for the purpose of preparing the attached brief of Lawyers for Civil Justice as *amicus curiae*;

2. The brief prepared by her office complies with the type-volume limitation;

3. Plunkett Cooney relies on the word count of their word processing system used to prepare the brief, using Century size 14 font; and

4. The word processing system counts the number of words in the brief as 4,016.

DATED: December 27, 2018

/s/ Mary Massaron
MARY MASSARON

CERTIFICATE OF SERVICE

MARY MASSARON, attorney with the law firm of PLUNKETT COONEY, being first duly sworn, deposes and says that on the 27th day of December, 2018, she caused a copy of this document to be served upon all parties of record, and that such service was made electronically upon each counsel of record so registered with the United States Court of Appeals for the Eighth Circuit, and via U.S. Mail to any counsel not registered to receive electronic copies from the court, by enclosing same in a sealed envelope with first class postage fully prepaid, addressed to the above, and depositing said envelope and its contents in a receptacle for the U.S. Mail.

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